

Proposal to fulfill FCC form 470 no. 946150001281423
**United Neighborhoods Organization Charter School
Network**

Category 1 connectivity & Category 2 Internal Connections E-Rate Funding
Request, Funding Year 2015

onShore SPIN: 143021407

onShore Contact: Ben Kessell, ben.kessell@onShore.com, 312-492-3032

Cover Letter

onShore Networks of Illinois is an Illinois Corporation founded in 1991 with offices at 1407 W. Chicago Avenue and 216 W. Jackson Boulevard (Data Center and Network Operations).

onShore FEIN is 36-4011752

onShore SPIN is 143021407

Principal contact is Ben Kessell, ben.kessell@onShore.com, 312-492-3032

We have received all materials posted by UNO-CSN on their RFP web site as of January 19, 2015.

The following proposal represents commitments made by onShore Networks in response to the issued RFP by UNO-CSN for e-rate FY2015.

Stelios Valavanis
President
onShore Networks



January 20, 2015

| | |
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Executive Summary

United Neighborhoods Organization Charter School Network (UNO-CSN) charter schools has requested a proposal to fulfill Category 1 connectivity and Category 2 installation and management services. onShore would be honored to continue their relationship with UNO-CSN through fulfillment of their request put forth through the USAC's E-Rate service. onShore's established partnership with UNO-CSN guarantees high-level service, excellent response, and an existing body of knowledge. All of these are resources that will be engaged if UNO-CSN is to employ onShore to fulfill the following Category 1 & 2 requests for New Digital Transmission equipment.

onShore proposes a unique combined WAN/Internet design providing greater efficiency at a lower cost (RFP 01-a and RFP 01-c).

onShore proposes a Managed Internal Broadband Service (RFP 02-a).

We were founded in 1991 and have been providing IT Managed Services and ISP Services to schools under the e-rate program for over a decade.

Our headquarters is located at 1407 W Chicago Ave. Our Data Center is located at 216 W Jackson Blvd with an additional POP in the Equinix facility at 350 E. Cermak. We interconnect with AT&T (ASE and Opteman), Comcast, Megapath, XO, Cogent, Zayo, Hurricane Electric, and others.

The company is owned by Stelios Valavanis and Nick Valavanis who serve as its President and COO respectively. Steven Kent is CTO. Nan Tangen is CFO.

There are 23 support personnel exclusive of 3 services managers and CTO.

2014 annual sales are projected to be \$6.2 million.

In addition to being the current UNO-CSN e-rate Internal Connections and Basic Maintenance vendor, onShore Networks has participated in the e-rate program for over 10 years and intends to continue. Many of our current e-rate funded clients have been with us for years, some growing to 15 campuses. We have been partner to both new campus build-outs and existing infrastructure upgrade & integration. onShore is intimately familiar with the e-rate program as well as the nature of a charter school's existence within a CPS facility. onShore will produce all documentation necessary to satisfy your e-rate requirements. This includes, but is not limited to: Project Plans, Network Diagrams, Inventory Worksheets and, Photos.

Company References

Current E-rate Clients:

The Noble Network of Charter Schools
KIPP Ascend Consortium

Northwestern University Settlement House
Christopher House
Young Womens Leadership Charter School
Urban Prep Academies
Wheaton Academy
UNO Charter Schools
Instituto Del Progreso Latino
Legal Prep Charter Academies
LEARN Charter School Network
Civitas Schools
Distinctive Charter Schools
CICS Jackson
CICS CSUA
Wolcott School

All the schools listed above are success stories. Several of them are districts, several are large multi-campus school networks and consortia larger than many districts. Despite e-rate not funding monitoring, we've been able to provide proactive detection of problems, initiating circuit testing, deploying staff, restoring corrupt files, before the day begins. Our monthly reports have provided valued visibility to executive staff. Our monitoring logs have helped narrow down network bottlenecks. Clients have leveraged our data center to more cost-effectively interconnect with ICN and service providers. We've been given many reference letters for such cases and thanking us for our honesty and integrity.

Additional Clients:

The PrivateBank
Walsh Construction
Alivio Medical Center

City and State Licence

See attached document.

Conflict of Interest Statement

See attached document.

Master Services Agreement

See attached document.

Marketing Brochures

See attached documents.

Category 1 Services

RFP 01-a: Carrier Ethernet

RFP 01-c: Internet Access

We are proposing leveraging combined WAN/Internet ports for a more efficient and cost-effective use of bandwidth than the current design which uses District Office CIR to reach the Internet. By combining CIR to 250Mb per school (not per site), greater burst speed is available. Since a Gigabit port costs as much as two 100Mb ports, there is no cost penalty and splitting CIR remains an option.

By adding an Internet connection at the onShore Data Center location, Internet traffic to school sites does not use bandwidth at the District Office. This lowers the need for additional CIR at the District Office while not throttling the schools. To do this, a managed firewall (or owned by the school) is included at our Data Center. The firewall is capable of content filtering and anti-malware ineligible services should they be desired.

We have already employed this design at another large school district and at enterprise clients.

We believe you can reduce your Internet connections from 3 to 2. You would keep Cogent at the District Office and onShore at our Data Center and drop the more expensive AT&T and ICN connections when contracts expire.

By spreading your Internet connections across 2 locations, you also create site redundancy while moving traffic away from your District Office and reducing CIR demand. Additionally, with your main Internet connection at a Data Center over a WAN connection (inside the firewall), you can leverage the site for moving some services off site.

We can also leverage Opteman to ASE crossovers at our Data Center. All the circuits we're proposing are AT&T ASE which we are wholesale buyers of. However, we maintain Opteman ports at our Data Center and can cross over and create VLANs between your legacy Opteman and your new ASE network while you wait for contracts to expire. This would change the proposed design little in that the additional CIR needed at the Data Center is offset by the reduction in CIR needed on the ASE port.

Our Data Center is also available to you for services such as Unified Communications that you wish to centralize. Network placement and environmental needs are the main factors in determining this. With a rack at 350 E. Cermak as well, almost any network service interconnection can be made such as to SIP providers, backup, or other cloud services you choose.

All the circuits we have quoted are AT&T ASE with Real-time SLA in order to meet the 99.999% up time requested parameter. *It is our experience that this is an unnecessary expense, that the Business Critical SLA (99.9% uptime, 30ms) is more than adequate for even sensitive voice traffic and will result in a significant reduction in cost.* This is especially true at these bandwidth levels and where QOS

can be employed. Furthermore, we can provide private connections to SIP trunk providers at our Data Center if latency and jitter are still a concern.

In summary we are proposing the following.

All locations 1Gb port (Realtime SLA tier)
 1Gb CIR at the District Office
 250Mb CIR per school (multi-school sites ~200Mb per school)
 1Gb CIR at the onShore Data Center
 Internet (current) w/Firewall at the District Office
 Internet (1Gb) w/Firewall at the onShore Data Center

Please see the attached drawing for further information.

Cost Summary for E-Rate RFP 01-a: Carrier Ethernet

We apologize we cannot offer 1 year pricing. Two year pricing is available. Please let us know if you'd like 2 year pricing instead.

| 1 YEAR CONTRACT with 2 one year extensions | RECURRING CHARGES | NON-RECURRING CHARGES |
|---|--------------------------|------------------------------|
| Eligible | | |
| Ineligible | | |
| GRAND TOTALS | | |

| 3 YEAR CONTRACT with 2 one year extensions | RECURRING CHARGES | NON-RECURRING CHARGES |
|---|--------------------------|------------------------------|
| Eligible | \$24,108.31 | \$13,650 |
| Ineligible | | |
| GRAND TOTALS | \$24,108.31 | \$13,650 |

Cost Summary for E-Rate RFP 01-C: Internet Access

We apologize we cannot offer 1 year pricing. Two year pricing is available. Please let us know if you'd like 2 year pricing instead.

Because a managed firewall (hardware inclusive) is bundled into the Internet pricing, per Mb pricing of \$\$/Mb (\$\$\$/1000) does not reflect the cost of Internet.

We provide a 1Gb optional Internet bandwidth increase for \$6896.39 per month with a \$975 setup fee, 3yr pricing. This could reduce by the time it's ordered. Note that this option may require OSPF capability and licenses at your sites' edge routers.

| 1 YEAR CONTRACT with 2 one year extensions | RECURRING CHARGES | NON-RECURRING CHARGES |
|---|--------------------------|------------------------------|
|---|--------------------------|------------------------------|

| | | |
|---------------------|--|--|
| Eligible | | |
| Ineligible | | |
| GRAND TOTALS | | |

| 3 YEAR CONTRACT with 2 one year extensions | RECURRING CHARGES | NON-RECURRING CHARGES |
|---|--------------------------|----------------------------------|
| Eligible | \$8339.59 | \$975 |
| Ineligible | | |
| GRAND TOTALS | \$8339.59 | \$975 |

Please see the attached e-rate formatted quote for itemized pricing.

The pricing in this proposal bundles all elements into the price, including estimated taxes, fees, handling charges, etc. that normally appear as additional amounts on telecommunication invoices. onShore has broken estimated eligible taxes and fees out in the attached quotes. Commit rate (CIR) can be increased at any time up to the port speed but cannot be reduced without restructuring of agreement or additional fees.

This proposal assumes that the core switching in each location has adequate available 100Mb and 1Gb ports as per option. Please note: this proposal assumes that onShore is not installing new fiber from the AT&T netpop demarcation to the core switch for use for this new Internet circuit and existing fiber or copper is available for use. onShore also assumes that there is space, power with UPS, and proper ventilation in each building core switch location to house a 1U switch in each location.

As with all fiber deployments, pricing is based on facility and fiber availability both at the customer premise and the ILEC central office. The customer must provide "room ready" demarcation points of presences at each location, as outlined by the ILEC. This would include appropriate rack space for mounting of equipment, appropriate environmentally conditioned space, a minimum of one dedicated 15 Amp or 20 Amp electrical circuit and a #6 electrical ground. Any additional construction costs for delivery of services identified by the ILEC will be the responsibility of UNO-CSN. Because AT&T fiber has been previously installed, we are assuming the facilities to be adequate and not in need of modification.

Category 2 Services

RFP 02-a: Managed Internal Broadband Service

Monitoring / Management / Response

onShore Networks provides 24x7 active monitoring of network and Wifi components. Components are monitored at 5 minute intervals at layer 2 for frame errors and throughput, as well as up/down status changes. Alerting thresholds are set based upon SLA and both client contact(s) and the onShore Network Operations Center are notified of any SLA violation. onShore will employ additional layer 3

monitoring of any dynamic neighbor associations, protocol distribution, and errors. All monitoring is graphed at real time and is available to both onShore personnel and the client. Access points for monitoring and management are established per site via VPN tunnel. Change monitoring and off site logging is employed with compatible equipment. Additional device specific monitoring is also performed. UPS device monitoring is included where possible.

Management includes configuration changes, upgrades, troubleshooting, and responding to alerts remotely and by dispatch. Monthly status reports and real time data access are included.

onShore's staff, responds and dispatches 24x7 to alerts with a 2hr emergency response time (15min average). Issues are tracked within Request Tracker (RT), our trouble ticketing system. Customers are contacted to confirm alerts and to identify any physical problems such as power interruption. For circuit outages, transport vendors are immediately contacted for testing and dispatch. Company must provide access to premise in the event dispatch is required.

Pricing includes all devices outlined in UNO's RFP.

Cost Summary for E-Rate RFP 02-a: Managed Internal Broadband

| 1 YEAR CONTRACT with 2 one year extensions | RECURRING CHARGES | NON-RECURRING CHARGES |
|---|--------------------------|----------------------------------|
| Eligible | \$23,825 | \$23,550 |
| Ineligible | \$10,425 | \$10,350 |
| GRAND TOTALS | \$34,250 | \$33,900 |

We'll waive setup charges with a 3 year agreement.

| 3 YEAR CONTRACT with 2 one year extensions | RECURRING CHARGES | NON-RECURRING CHARGES |
|---|--------------------------|----------------------------------|
| Eligible | \$23,825 | \$0 |
| Ineligible | \$10,425 | \$0 |
| GRAND TOTALS | \$34,250 | \$0 |

Basic Maintenance

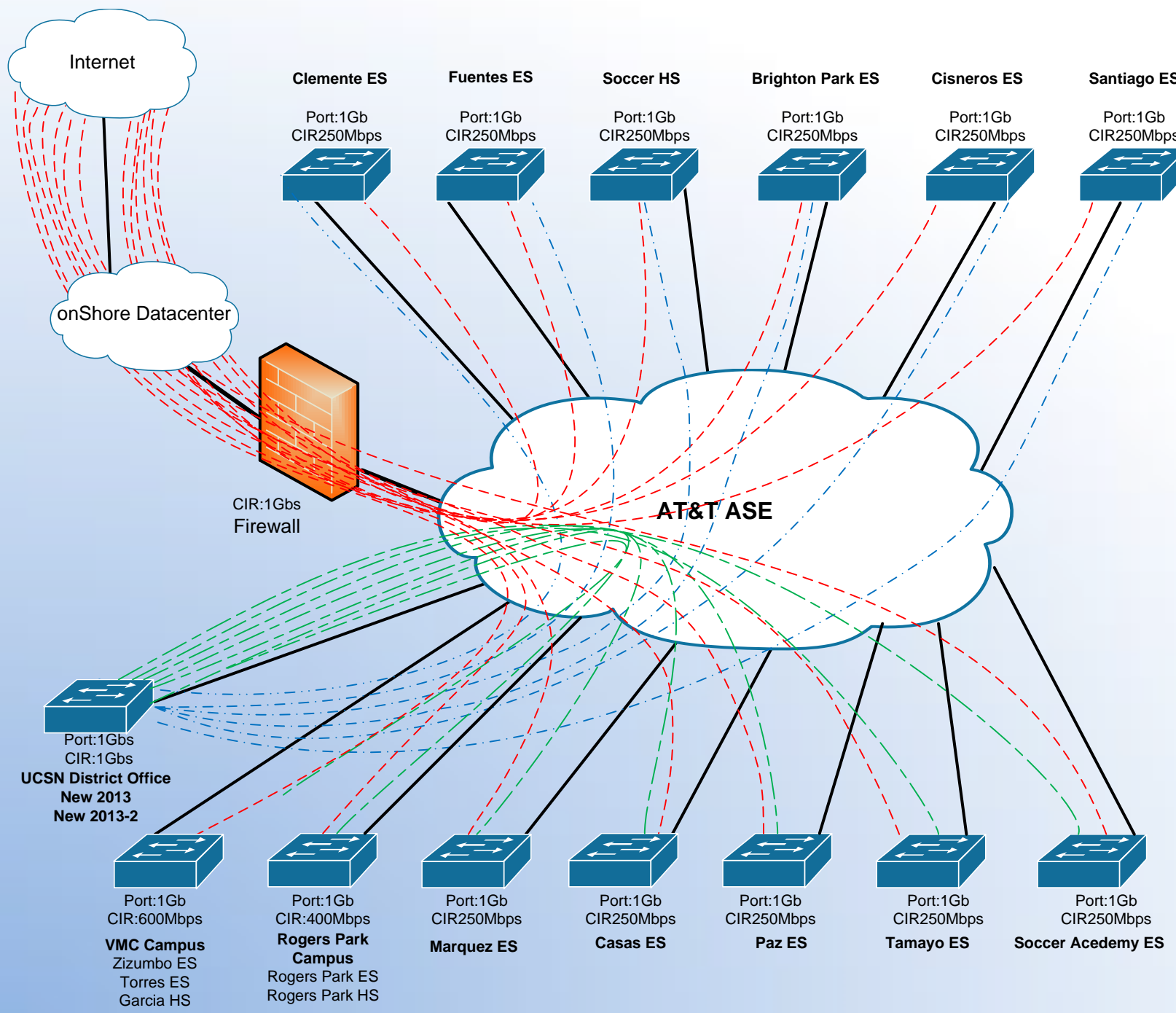
The Basic Maintenance hourly rate is \$135 for scheduled and normal business hours, emergency work is billed at \$270 per hour. Work will not be performed unless the client explicitly requests it.

With Managed Internal Broadband, little to no Basic Maintenance is expected to be needed.

Additional Documents Attached



Always on.



| | |
|------------------|-------|
| AT&T ASE | — |
| Internet traffic | - - - |
| WAN traffic | - . - |

| | |
|-------------|-------------|
| Client: | UNO |
| Title: | WAN Upgrade |
| Version: | 1.1 |
| Created: | 1/19/2015 |
| Updated: | 1/19/2015 |
| Updated By: | Ron Kovar |

United Neighborhoods Organization Charter

| United Neighborhoods Organization Charter | | | | | Quote | SPIN # | Funding Year | USAC Rate | 470 Application # | FRN | | Site Eligibility | | | |
|---|------------|-----------------|-----|------------|------------|-----------|------------------|--------------------|-------------------|----------|--------------|------------------|------------------|----------------|------------------|
| | | | | | Q38868-1- | 143021407 | 2015 | 85% | 946150001281423 | | | 100% | | | |
| | | | | | | | | | | | | | | | |
| Item Description | MFG Part # | Function | Qty | Cost | Ext Cost | Elig. | Eligible Portion | Ineligible Portion | Install Hrs | Rate | Install Cost | Eligible Inst. | Ineligible Inst. | Eligible Total | Ineligible Total |
| Carrier Ethernet 3-Year Term | | | | \$0.00 | \$0.00 | 100% | \$0.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 954 W Washington, Chicago, IL 60607 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 1000Mbps CIR UNO Charter School District Office New School 2013-2 New Remodel 2013 | | Internet Access | 1 | \$1,902.35 | \$1,902.35 | 100% | \$1,902.35 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,877.35 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$222.00 | \$222.00 | 100% | \$222.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$222.00 | \$0.00 |
| 4248 W 47th St, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 600Mbps CIR Major P. Hector Garcia Pfc Omar E. Torres Spc Daniel Zuzumbo | | Internet Access | 1 | \$1,748.24 | \$1,748.24 | 100% | \$1,748.24 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,723.24 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$222.00 | \$222.00 | 100% | \$222.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$222.00 | \$0.00 |
| 7416 N Ridge Blvd, Chicago, IL 60645 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 400Mbps CIR Rogers Park Rogers Park High School | | Internet Access | 1 | \$1,523.53 | \$1,523.53 | 100% | \$1,523.53 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,498.53 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$194.00 | \$194.00 | 100% | \$194.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$194.00 | \$0.00 |
| 1641 W 16th St, Chicago, IL 60608 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Bartolome de las Casas | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| 4420 S Fairfield Ave, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Brighton Park | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| 2744 Pershing, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Sandra Cisneros | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| 2550 N Natchez Ave, Chicago, IL 60707 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Roberto Clemente | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |

United Neighborhoods Organization Charter

| United Neighborhoods Organization Charter | | | | | Quote | SPIN # | Funding Year | USAC Rate | 470 Application # | FRN | | Site Eligibility | | | |
|--|------------|-----------------|-----|------------|------------|-----------|------------------|--------------------|-------------------|----------|--------------|------------------|------------------|----------------|------------------|
| | | | | | Q38868-1- | 143021407 | 2015 | 85% | 946150001281423 | | | 100% | | | |
| | | | | | | | | | | | | | | | |
| Item Description | MFG Part # | Function | Qty | Cost | Ext Cost | Elig. | Eligible Portion | Ineligible Portion | Install Hrs | Rate | Install Cost | Eligible Inst. | Ineligible Inst. | Eligible Total | Ineligible Total |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| | | | | | | | | | | | | | | | |
| 2845 W Barry, Chicago, IL 60618 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Carlos Fuentes | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| | | | | | | | | | | | | | | | |
| 2916 W 47th St, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Donald J Marquez | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| | | | | | | | | | | | | | | | |
| 2651 W 23rd St, Chicago, IL 60608 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Octavio Paz | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| | | | | | | | | | | | | | | | |
| 2510 W Cortez St, Chicago, IL 60622 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Esmeralda Santiago | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| | | | | | | | | | | | | | | | |
| 5050 S Homan, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Soccer Academy | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| | | | | | | | | | | | | | | | |
| 5025 S St Louis Ave, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Soccer Adademy High School | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 |
| | | | | | | | | | | | | | | | |
| 5135 S California Ave, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Rufino Tamayo | | Internet Access | 1 | \$1,475.29 | \$1,475.29 | 100% | \$1,475.29 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$2,450.29 | \$0.00 |

United Neighborhoods Organization Charter

| United Neighborhoods Organization Charter | | | | | | | | | | | Quote | | SPIN # | Funding Year | USAC Rate | 470 Application # | | FRN | | Site Eligibility | |
|---|--|--|--|------------|-----------------|-----|----------|-------------|-------|------------------|--------------------|-------------|-----------|--------------|----------------|--------------------------|----------------|------------------|--------|------------------|--|
| | | | | | | | | | | | Q38868-1- | | 143021407 | 2015 | 85% | 946150001281423 | | | | 100% | |
| | | | | | | | | | | | | | | | | | | | | | |
| Item Description | | | | MFG Part # | Function | Qty | Cost | Ext Cost | Elig. | Eligible Portion | Ineligible Portion | Install Hrs | Rate | Install Cost | Eligible Inst. | Ineligible Inst. | Eligible Total | Ineligible Total | | | |
| Estimated Eligible Taxes & Fees - Monthly Fee | | | | | Internet Access | 1 | \$188.00 | \$188.00 | 100% | \$188.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$188.00 | \$0.00 | | | |
| | | | | | | | Total: | \$24,108.31 | | \$24,108.31 | \$0.00 | 91 | | \$13,650.00 | \$13,650.00 | \$0.00 | \$37,758.31 | \$0.00 | | | |
| | | | | | | | | | | | | | | | | Site Eligibility Totals: | | \$37,758.31 | \$0.00 | | |
| | | | | | | | | | | | | | | | | Grand Total: | | \$37,758.31 | | | |

Installation - Scope of Work

Per-site:
Coordinate and manage installation of carrier fiber and carrier equipment with campus coordinators
Test intra-campus connectivity, once carrier provisioning process has been completed - validate each link for bandwidth and errors
Test Internet connectivity at hub location
Configure and coordinate handoffs to campus network administrators
Provide as-built diagram and project documents to client, and e-rate compliant inventory - as applicable

Do You Pay Tax? (If no, please return signed Tax Exemption Form.)

Shipping Method:

☐ Ground
☐ 2nd Day
☐ Overnight

* For 2nd Day and Overnight Shipping , PO should be faxed in by 3:00pm for same day ordering.

Upon approval of this quote, please sign and fax back along with a signed Machinery and Equipment Exemption Form, if applicable.

*Installation charges are not included in hardware prices and will be billed at our hourly or fixed priced rates.

PRICING TERMS

*All items are subject to availability and prices are subject to change after 7 days.
*RAM pricing which is only good for the day this quote is generated and is subject to be requotation at the time of actual purchase.

SHIPPING TERMS

*Shipping will be billed additionally.

PAYMENT TERMS

*Hardware terms are C.O.D. 1% reduction in net hardware price for full prepayment.
*Leases are pending approval from lessor.
*Interest at 1.5% per month will be assessed on all past due balances.
*onShore accepts payments via credit card. A 3% processing fee will be added for credit card transactions.

RETURN POLICIES

onShore will accept unopened returns within 10 days of delivery. A standard 25% restocking fee will be assessed on all returns.

WARRANTY INFORMATION

*All manufacturer's warranties, if any, will be transferred to buyer upon payment of invoice.
*In case of defective merchandise within the manufacturer's warranty, onShore will assist in warranty repair/return.

ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

ONSHORE TELECOMMUNICATIONS FEES

Signature / Print Name

Client PO Number

Date

onShore Networks

1407 W Chicago Ave.
Chicago, IL 60642

312-850-5200
www.onshore.com

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United Neighborhoods Organization Charter

| United Neighborhoods Organization Charter | | | | | | | | | | | Quote | | SPIN # | | Funding Year | | USAC Rate | | 470 Application # | | FRN | | Site Eligibility | |
|---|------------|-----------------|-----|------------|------------|-------|------------------|--------------------|-------------|----------|--------------|----------------|------------------|----------------|------------------|--|-----------|--|-------------------|--|-----|--|------------------|--|
| | | | | | | | | | | | Q38869-1- | | 143021407 | | 2015 | | 85% | | 946150001281423 | | | | 100% | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| Item Description | MFG Part # | Function | Qty | Cost | Ext Cost | Elig. | Eligible Portion | Ineligible Portion | Install Hrs | Rate | Install Cost | Eligible Inst. | Ineligible Inst. | Eligible Total | Ineligible Total | | | | | | | | | |
| Internet Access 3-Year Term | | | | \$0.00 | \$0.00 | 100% | \$0.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | |
| onShore Data Center 216 W Jackson Blvd, Chicago, IL 60606 - Monthly Fee | | Internet Access | 1 | \$8,097.59 | \$8,097.59 | 100% | \$8,097.59 | \$0.00 | 6.5 | \$150.00 | \$975.00 | \$975.00 | \$0.00 | \$9,072.59 | \$0.00 | | | | | | | | | |
| Internet - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 1000Mbps CIR Managed Firewall | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimated Eligible Taxes & Fees - Monthly Fee | | Internet Access | 1 | \$242.00 | \$242.00 | 100% | \$242.00 | \$0.00 | | | | \$0.00 | \$0.00 | \$242.00 | \$0.00 | | | | | | | | | |
| Total: | | | | | \$8,339.59 | | \$8,339.59 | \$0.00 | 6.5 | | \$975.00 | \$975.00 | \$0.00 | \$9,314.59 | \$0.00 | | | | | | | | | |
| Site Eligibility Totals: | | | | | | | | | | | | | | \$9,314.59 | \$0.00 | | | | | | | | | |
| Grand Total: | | | | | | | | | | | | | | \$9,314.59 | \$0.00 | | | | | | | | | |

Do You Pay Tax? (If no, please return signed Tax Exemption Form.)

Shipping Method:

☐ Ground
☐ 2nd Day
☐ Overnight

* For 2nd Day and Overnight Shipping , PO should lbe faxed in by 3:00pm for same day ordering.

Upon approval of this quote, please sign and fax back along with a signed Machinery and Equipment Exemption Form, if applicable.

*Installation charges are not included in hardware prices and will be billed at our hourly or fixed priced rates.

PRICING TERMS

*All items are subject to availability and prices are subject to change after 7 days.
*RAM pricing which is only good for the day this quote is generated and is subject to be requotation at the time of actual purchase.

SHIPPING TERMS

*Shipping will be billed additionally.

PAYMENT TERMS

*Hardware terms are C.O.D. 1% reduction in net hardware price for full prepayment.
*Leases are pending approval from lessor.
*Interest at 1.5% per month will be assessed on all past due balances.
*onShore accepts payments via credit card. A 3% processing fee will be added for credit card transactions.

RETURN POLICIES

onShore will accept unopened returns within 10 days of delivery. A standard 25% restocking fee will be assessed on all returns.

WARRANTY INFORMATION

*All manufacturer's warrantees, if any, will be transferred to buyer upon payment of invoice.
*In case of defective merchandise within the manufacturer's warranty, onShore will assist in warranty repair/return.

ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

ONSHORE TELECOMMUNICATIONS FEES

Signature / Print Name

Client PO Number

Date

onShore Networks

1407 W Chicago Ave.
Chicaao. IL 60642

312-850-5200
www.onshore.com

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United Neighborhoods Organization Charter

| Quote | SPIN # | Funding Year | USAC Rate | 470 Application # | FRN | Site Eligibility |
|-----------|-----------|--------------|-----------|-------------------|-----|------------------|
| Q38867-1- | 143021407 | 2015 | 85% | 946150001281423 | | 100% |

| Item Description | MFG Part # | Function | Qty | Cost | Ext Cost | Elig. | Eligible Portion | Ineligible Portion | Install Hrs | Rate | Install Cost | Eligible Inst. | Ineligible Inst. | Eligible Total | Ineligible Total |
|--|------------|---|-----|------------|------------|-------|------------------|--------------------|-------------|----------|--------------|----------------|------------------|----------------|------------------|
| Managed Internal Broadband Service Managed Services - Internal Network Infrastructure Equipment Monthly Fee 3-Year Term | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Network Management - Core Switches Monthly Fee | | Maintenance and Technical Support of Internal Connections | 14 | \$200.00 | \$2,800.00 | 100% | \$2,800.00 | \$0.00 | 18 | \$150.00 | \$2,700.00 | \$2,700.00 | \$0.00 | \$5,500.00 | \$0.00 |
| Network Management - Leaf Switches Monthly Fee | | Maintenance and Technical Support of Internal Connections | 124 | \$50.00 | \$6,200.00 | 100% | \$6,200.00 | \$0.00 | 41 | \$150.00 | \$6,150.00 | \$6,150.00 | \$0.00 | \$12,350.00 | \$0.00 |
| Network Management - Routers Monthly Fee | | Maintenance and Technical Support of Internal Connections | 19 | \$100.00 | \$1,900.00 | 100% | \$1,900.00 | \$0.00 | 12 | \$150.00 | \$1,800.00 | \$1,800.00 | \$0.00 | \$3,700.00 | \$0.00 |
| Network Management - WAP - Wireless Access Points Monthly Fee | | Maintenance and Technical Support of Internal Connections | 313 | \$25.00 | \$7,825.00 | 100% | \$7,825.00 | \$0.00 | 52 | \$150.00 | \$7,800.00 | \$7,800.00 | \$0.00 | \$15,625.00 | \$0.00 |
| Network Management - WAC - Wireless Access Controllers Monthly Fee | | Maintenance and Technical Support of Internal Connections | 4 | \$25.00 | \$100.00 | 100% | \$100.00 | \$0.00 | 1 | \$150.00 | \$150.00 | \$150.00 | \$0.00 | \$250.00 | \$0.00 |
| Network Management - Firewalls Monthly Fee - (2) FortiGate 600C UTM Security Appliance/Firewalls - (2) FortiGate 200D UTM Security Appliance/Firewalls - (1) FortiAnalyzer 300D Logging Appliance - (1) FortiManager 300D UTM Management Appliance - (1) SonicWall NSA 5000 UTM Security Appliance/Firewall | | Maintenance and Technical Support of Internal Connections | 1 | \$5,000.00 | \$5,000.00 | 100% | \$5,000.00 | \$0.00 | 33 | \$150.00 | \$4,950.00 | \$4,950.00 | \$0.00 | \$9,950.00 | \$0.00 |

United Neighborhoods Organization Charter

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|---|--|--|--|--|------------|--|-----------|--|--------------|--|-----------|--|--------------------------|--|-------|--|------------------|--|--------------------|--|-------------|--|------|--|--------------|--|----------------|--|------------------|--|----------------|--|------------------|--|
| United Neighborhoods Organization Charter | | | | | Quote | | SPIN # | | Funding Year | | USAC Rate | | 470 Application # | | FRN | | Site Eligibility | | | | | | | | | | | | | | | | | |
| | | | | | Q38867-1- | | 143021407 | | 2015 | | 85% | | 946150001281423 | | | | 100% | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Item Description | | | | | MFG Part # | | Function | | Qty | | Cost | | Ext Cost | | Elig. | | Eligible Portion | | Ineligible Portion | | Install Hrs | | Rate | | Install Cost | | Eligible Inst. | | Ineligible Inst. | | Eligible Total | | Ineligible Total | |
| | | | | | | | | | | | Total: | | \$23,825.00 | | | | \$23,825.00 | | \$0.00 | | 157 | | | | \$23,550.00 | | \$23,550.00 | | \$0.00 | | \$47,375.00 | | \$0.00 | |
| | | | | | | | | | | | | | Site Eligibility Totals: | | | | \$47,375.00 | | \$0.00 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | Grand Total: | | | | \$47,375.00 | | | | | | | | | | | | | | | | | |

Installation - Scope of Work

Client On-Boarding - Professional Services

This project will include the following tasks:

- Work with client to complete product questionnaires for all managed services.
- Review systems for logical and physical configurations.
- Document IT environment including third-party vendor relationships.
- Establish connections with onShore monitoring systems and integrate Client Infrastructure into onShore monitoring systems.

This project will result in the following deliverables:

- Inventory of IT hardware
- Inventory of IT software and systems
- Standardized administrative procedures
- Network Diagram

| | | |
|--|---|--|
| Do You Pay Tax? <i>(If no, please return signed Tax Exemption Form.)</i> | | |
| Shipping Method: | <input type="checkbox"/> Ground <input type="checkbox"/> 2nd Day <input type="checkbox"/> Overnight | <i>* For 2nd Day and Overnight Shipping , PO should lbe faxed in by 3:00pm for same day ordering.</i> <i>Upon approval of this quote, please sign and fax back along with a signed Machinery and Equipment Exemption Form, if applicable.</i> |
| <p>*Installation charges are not included in hardware prices and will be billed at our hourly or fixed priced rates.</p> <p>PRICING TERMS *All items are subject to availability and prices are subject to change after 7 days. *RAM pricing which is only good for the day this quote is generated and is subject to be requotation at the time of actual purchase.</p> <p>SHIPPING TERMS *Shipping will be billed additionally.</p> <p>PAYMENT TERMS *Hardware terms are C.O.D. 1% reduction in net hardware price for full prepayment. *Leases are pending approval from lessor. *Interest at 1.5% per month will be assessed on all past due balances. *onShore accepts payments via credit card. A 3% processing fee will be added for credit card transactions.</p> <p>RETURN POLICIES onShore will accept unopened returns within 10 days of delivery. A standard 25% restocking fee will be assessed on all returns.</p> <p>WARRANTY INFORMATION *All manufacturer's warrantees, if any, will be transferred to buyer upon payment of invoice. *In case of defective merchandise within the manufacturer's warranty, onShore will assist in warranty repair/return.</p> <p>ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.</p> <p>ONSHORE TELECOMMUNICATIONS FEES</p> | | |

| | | |
|------------------------|------------------|------|
| Signature / Print Name | Client PO Number | Date |
|------------------------|------------------|------|

United Neighborhoods Organization Charter

| Quote | SPIN # | Funding Year | USAC Rate | 470 Application # | FRN | Site Eligibility |
|-----------|-----------|--------------|-----------|-------------------|-----|------------------|
| Q38866-1- | 143021407 | 2015 | 85% | 946150001281423 | | 100% |

| Item Description | MFG Part # | Function | Qty | Cost | Ext Cost | Elig. | Eligible Portion | Ineligible Portion | Install Hrs | Rate | Install Cost | Eligible Inst. | Ineligible Inst. | Eligible Total | Ineligible Total |
|--|------------|--|-----|----------|------------|-------|------------------|--------------------|-------------|----------|--------------|----------------|------------------|----------------|------------------|
| Managed Internal Broadband Service | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Managed Services - Internal Telecommunications Infrastructure Equipment | | | | | | | | | | | | | | | |
| Monthly Fee | | | | | | | | | | | | | | | |
| 3-Year Term | | | | | | | | | | | | | | | |
| Network Management - Servers Monthly Fee | | Ineligible for E-rate Funding as Internal Connections Components | 23 | \$375.00 | \$8,625.00 | | \$0.00 | \$8,625.00 | 57 | \$150.00 | \$8,550.00 | \$0.00 | \$8,550.00 | \$0.00 | \$17,175.00 |
| - (11) DHCP Servers - Windows 2003, Windows 2008 R2, Windows 2008 R2 | | | | | | | | | | | | | | | |
| - (3) DNS Servers - Windows 2003, Windows 2008 R2 | | | | | | | | | | | | | | | |
| - (2) Cisco VMware Hosts - Unified Communications System | | | | | | | | | | | | | | | |
| - (3) Cisco Unified Communications Manager - Virtual Servers | | | | | | | | | | | | | | | |
| - (1) Singlewire Informacast - Virtual Servers | | | | | | | | | | | | | | | |
| - (2) Cisco Unity Connection - Virtual Servers | | | | | | | | | | | | | | | |
| - (1) Cisco Emergency Responder - Virtual Server | | | | | | | | | | | | | | | |
| Network Management - Voice Gateway Routers Monthly Fee | | Ineligible for E-rate Funding as Internal Connections Components | 18 | \$100.00 | \$1,800.00 | | \$0.00 | \$1,800.00 | 12 | \$150.00 | \$1,800.00 | \$0.00 | \$1,800.00 | \$0.00 | \$3,600.00 |

United Neighborhoods Organization Charter

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|---|--|------------|--|----------|-----------|-----|-----------|------|--------------|----------|-----------|-------|-------------------|--------------------------|-------------|--------------------|------------------|-------------|--|-------------|-------------|--------------|--------|----------------|-------------|------------------|--------|----------------|-------------|------------------|--|
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| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Item Description | | MFG Part # | | Function | | Qty | | Cost | | Ext Cost | | Elig. | | Eligible Portion | | Ineligible Portion | | Install Hrs | | Rate | | Install Cost | | Eligible Inst. | | Ineligible Inst. | | Eligible Total | | Ineligible Total | |
| | | | | | Total: | | | | \$10,425.00 | | | | \$0.00 | | \$10,425.00 | | 69 | | | | \$10,350.00 | | \$0.00 | | \$10,350.00 | | \$0.00 | | \$20,775.00 | | |
| | | | | | | | | | | | | | | Site Eligibility Totals: | | | | \$0.00 | | \$0.00 | | | | | | | | | | | |
| | | | | | | | | | | | | | | Grand Total: | | | | | | \$20,775.00 | | | | | | | | | | | |

Installation - Scope of Work

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*In case of defective merchandise within the manufacturer's warranty, onShore will assist in warranty repair/return.

ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

ONSHORE TELECOMMUNICATIONS FEES

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: ONSHORE NETWORKS OF ILLINOIS, L.L.C.
DBA: ONSHORE NETWORKS OF ILLINOIS, L.L.C.
AT: 1407 W. CHICAGO AVE.
CHICAGO, IL 60642

PRINTED ON:
03/11/2014

LICENSE NO.: 2098070
LICENSE: Limited Business License

CODE:1010

FEE:\$****250.00

MANAGING MEMBER:NICHOLAS VALAVANIS
MANAGING MEMBER:STELIOS VALAVANIS

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 19 DAY OF FEBRUARY, 2014

ATTEST:

EXPIRATION DATE: February 15, 2016

Rahm Emanuel

MAYOR

Stewart J. Wender

CITY CLERK

ACCOUNT NO. 362254
TRANS NO.

SITE: 1

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



Illinois Business Authorization

ONSHORE INC

1407 W CHICAGO AVE
CHICAGO IL 60622-5231

Loc. Code: 016-0001-1-001
Chicago (Cook)
Cook County

Certificate of Registration

Expiration date:

07/31/2015

Sales and use taxes and fees

(2635-8931)



Director
DEPARTMENT OF REVENUE

Issued Date: 07/31/2010

IDOR-50-A (N-01/07)
IL-492-4163

P-004168

CONFLICT OF INTEREST CERTIFICATION

The United Neighborhood Organization, the UNO Charter School Network, Inc., and their affiliated entities (collectively, "UNO") are committed to avoiding any transactions involving conflicts of interest or even the appearance of conflicts of interest involving UNO's officers, directors, employees, and agents. UNO's conflict of interest policies are intended to prevent the personal interest of any UNO employee or Board member from inappropriately affecting the decisions and actions of UNO concerning transactions, expenditures, and other matters.

Consistent with these policies, each entity that enters into a transaction with UNO ("Vendor") and any of the Vendor's subcontractors must disclose any family, business, or other relationships with UNO's officers, directors, or employees, or family members of UNO's officers, directors, and employees that would be considered a conflict of interest or may create the appearance of a conflict of interest.

Does the Vendor, the Vendor's officers, directors, or employees have any business, familial, romantic, friendship, or other relationship that could be perceived as potentially influencing a business decision, with any officer or employee of the United Neighborhood Organization, UNO Charter School Network, or UNO Janitorial and Maintenance Services or any member of the United Neighborhood Organization or UNO Charter School Network Board(s) of Directors? With regard to relationships with UNO employees, the Vendor need only disclose those relationships with employees that have authority, or are in a position to influence those with authority, to enter into contracts on behalf of the United Neighborhood Organization, UNO Charter School Network, or UNO Janitorial and Maintenance Services.

☐ Yes

☒ No

If yes, please identify: (1) the name and title of the Vendor's employee, officer, or director who has the relationship with UNO; (2) the name and title of the UNO employee, officer, or director with whom the Vendor has a relationship; and (3) the precise nature of such relationship.

For each of the Vendor's subcontractors, do any of the subcontractor's officers, directors, or employees have any business, familial, romantic, friendship, or other relationship that could be perceived as potentially influencing a business decision, with any officer or employee of the United Neighborhood Organization, UNO Charter School Network, or UNO Janitorial and Maintenance Services or any member of the United Neighborhood Organization or UNO Charter School Network Board(s) of Directors? With regard to relationships with UNO employees, the subcontractor need only those relationships with employees that have authority, or are in a position to influence those with authority, to enter into contracts on behalf of the United Neighborhood Organization, UNO Charter School Network, or UNO Janitorial and Maintenance Services.

☐ Yes

☒ No

If yes, please identify: (1) the name and title of the subcontractor's employee, officer, or director who has the relationship with UNO; (2) the name and title of the UNO employee, officer, or director with whom the subcontractor has a relationship; and (3) the precise nature of such relationship.

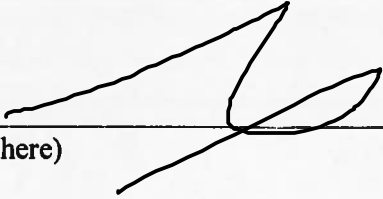
Any Vendor or subcontractor that fails to disclose any relationship that would constitute a conflict of interest or create the appearance of a conflict of interest may be subject to debarment from future contracts with UNO or its affiliated entities.

Please attach additional sheets if necessary.

The undersigned certifies that they are a person with knowledge of the facts and assertions made on this form and that all statements contained in this disclosure are true, accurate, and complete as of the date affixed to the signature below.

onShore Networks
(Print or type name of Company or Organization)

Stelios Valavanis
(Print or type name of Disclosing Party)

By: 
(Sign here)

Stelios Valavanis
(Print or type name of person signing)

President
(Print or type title of person signing)

January 20, 2015
(Date)

onShore Networks of Illinois, L.L.C. - Master Services Agreement

Agreement made this ____ day of _____, 20____ by and between onShore Networks of Illinois, L.L.C. an Illinois Limited Liability Corporation, d/b/a onShore Networks, L.L.C. (hereinafter referred to as "onShore") with offices located at 1407 W Chicago Ave., Chicago, IL 60642 and _____, a(n) _____ corporation (hereinafter referred to as "Company") with offices located at _____.

1. The Company hereby retains onShore as an independent contractor willing to provide certain skills and abilities to the Company of which the Company has need and onShore hereby accepts such contract. onShore is an independent contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute onShore as a partner, agent or employee of the Company, nor shall either party have any authority to bind the other.

2. **Services Covered.** Details of services provided are included on onShore Quote Proposals or as Addendum. This Master Services Agreement covers all onShore's services. Additional services will be described and broken out under separate Quote Proposals or Addendum. Each subsequent Quote Proposal will have a unique identifying number. Each Quote Proposal and/or Addendum will require Company sign off. This MSA is the Master Agreement under which all Quote Proposals and/or Addendum are covered.

3. **Definitions.** Company shall pay to onShore as compensation for all services to be provided pursuant to this agreement, the rate as quoted for each project and in one of six (6) forms. Details of the terms are included on the onShore Service Definition document.

"Fixed-bid" or "Project" refers to work that is quoted as a flat price service to accomplish a defined scope of work. While work is logged and tracked, there is no hourly billing for work that falls within the scope of services. No additional fees are charged without an additional quote or proposal approved by Company. Payment terms may vary and are present on the approved quote for each specific project.

"Managed Service" and "Network Management" refers to work that is quoted as a flat price service to accomplish a defined scope of work. While work is logged and tracked, there is no hourly billing for work that falls within the scope of services. Additional fees may be charged on an hourly basis if work performed falls outside of specifications. There are specific requirements to which Company must adhere in order to remain active in the Network Management program or for specific hardware to continue to be included and covered under this program. Details are included in onShore's Network Management specifications sheet.

"Recurring Services" refers to any services provided that have a recurring fee, typically monthly.

"Service Block" refers to a pre-paid retainer for ongoing and as needed work to be performed hourly. Work is logged and debited from the retainer. Monthly statements are sent to Company. Service Blocks are available only on a pre-paid basis but rates vary with volume and are present on the approved quote for each block.

"Hourly" refers to work performed as needed on an hourly basis as requested by Company. Work is logged and invoiced upon completion. Rates and terms are set at onShore's current hourly rate and net thirty (30) from invoice date or as quoted.

“Travel Time” refers to the time it takes for onShore employees to travel to and from Company’s place of business. Travel Time will be billed at onShore’s discretion.

4. Managed Service and Connectivity Requirements.

a. **Customer Premise Equipment (CPE).** Customer Premises Equipment provided by onShore to facilitate Managed Services, Connectivity or other such services, and installed at onShore or Company premises, is and remains the property of onShore. If such service to Company is discontinued, cancelled or altered, equipment provided to facilitate service must be returned to onShore or arrangements made to allow onShore to retrieve equipment immediately after cessation of service. If equipment is not returned or onShore is not allowed access to retrieve equipment, Company will be invoiced for and responsible to immediately pay for equipment at list price, as identified by onShore.

b. **Acceptable Use.** Company cannot sell connectivity services or otherwise charge or barter connectivity fees to other parties. onShore’s internet connectivity services are provided for Commercial, non-residential, use only. Company agrees that onShore’s connectivity services will be used in this manner. This limitation of use is further described on onShore’s Acceptable Use Policy which can be referenced here: <http://www.onshore.com/services/online/aup/> Company may host Web and other Internet services via onShore connectivity, provided they are only for Company use.

c. **Maintenance of Premises and Equipment.** Company must, in good faith, maintain premises so as to accommodate premise-installed equipment within manufacturer specifications. Company must also provide access to its premises, with reasonable advance notice, one business day or under, emergency requires immediate access, as needed for repair or maintenance of premise-installed equipment.

onShore agrees to maintain Company’s software, equipment and systems and monitor Company’s network throughout the term of this Agreement so as to prevent failure of Company’s network and telecommunication services. onShore agrees to respond to Company’s report of network or telecommunication outage within two (2) hours and report action taken.

5. **Response to Alerts.** onShore’s staff, responds 24x7 to alerts. Issues are tracked within Request Tracker (RT), the trouble ticketing system. Customers are contacted to confirm alerts and to identify any physical problems such as power interruption. For circuit outages, transport vendors are immediately contacted for testing and dispatch. Company must provide access to premise in the event dispatch is required.

6. **Invoicing and Payments.** Invoices are payable within thirty (30) days of the date of invoice from onShore, or as per the quoted prepayment rate and schedule. In the event payments are not received by onShore within the quoted payment terms period, onShore may use all reasonable legal means to receive full payment and may deduct the monies due from any and all accounts or deposits by Company for this or any other services or contracts between Company and onShore, including any prepayments or security deposits. onShore may also terminate any and all services to Company under contract or agreement between onShore and Company. Company agrees that in addition, it shall pay reasonable attorneys fees, expenses, and court costs that may be incurred by onShore in successfully enforcing the terms of this Agreement or in collection of any moneys due. Company agrees that interest of the rate of 1.5% per month shall accrue on all balances that remain outstanding. Additional details are included on the onShore Service Definition document.

7. **Early Termination.** Termination of service, by Company, prior to the end of the current term will result in termination fees, unless Company meets its Financial Agreement of the then current term. In the event Com-

pany terminates any service prior to the end of the term, Company will be responsible to pay the following fees; (a) all unpaid charges for services previously rendered, (b) fees equal to 100% of the monthly invoice times each month remaining in the contracted term. This fee is to be charged for each service terminated and in the event of services with differing terms the fee will be based upon the term remaining for each cancelled service, and (c) 100% of all fees/charges previously waived by onShore. For products with a variable monthly usage price, onShore will take the average monthly invoice from previously invoiced months and extend this average monthly price to the remaining months of the contracted term. The Company will be responsible to pay this average monthly fee multiplied by the remaining months of the contract should contract be terminated by Company prior to the end of the then contracted term. The parties understand and agree the contract charges were determined based on the agreed multi-year term. The aforementioned fees are a genuine pre-estimate of liquidated damages that onShore will suffer and not a penalty.

8. **Independent Contractor.** onShore is an independent contractor and may engage in other business activities during the term of this Agreement, provided however that onShore shall not solicit Company's accounts or employees on behalf of onShore or another entity during the term of this Agreement, or for a period of two years following the termination of this agreement.

9. **Non-Solicitation.** Company shall not solicit, obtain, receive, retain or employ in any way independent services from onShore current employees, former employees or subcontractors during the term of this Agreement or for a period of two years following the termination of this Agreement. In the event Company wishes to retain the service of an onShore employee, former employee or subcontractor, Company shall contact and discuss such proposed employment with onShore management prior to any discussion with such employee, former employee or subcontractor. It is understood and agreed that in the event Company shall hire any onShore employee, former employee or subcontractor to perform independent services or as an employee of Company, Company shall pay onShore an amount equal to 100% of such employee, former employee or subcontractor's annual salary or annualized compensation during employment with onShore, and, upon receipt of such funds, both Company and such employee shall be released from the obligations of this section.

10. **Non-Disclosure of Trade Secrets.** Company agrees not to disclose any onShore trade secrets, products, customized software or other confidential information without prior written permission from onShore. onShore agrees not to disclose any Company trade secrets, products, customized software or other confidential information without prior written permission from Company.

11. **Warranties; Disclaimer.** onShore warrants that all services provided by onShore to Company shall be performed in a good and workmanlike manner, in accordance with accepted industry standards. There is no warranty for any service program written or system installed or repaired by onShore, to the extent permitted by applicable law. Except when otherwise stated in writing, onShore and/or other parties provide any program or system "as is" without warranty of any kind, either expressed or implied, ONSHORE DISCLAIMS, WITH AGREEMENT OF COMPANY, ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. The entire risk as to the quality and performance of the service program or system is with Company. Should the service program or system prove defective, Company assumes the cost of all necessary servicing, repair or correction. Company releases and agrees to hold onShore harmless from general, special, incidental or consequential damages.

12. **Limitation of Liability.** In no event shall either party be liable for any indirect or consequential costs and damages incurred by Company arising out of or relating to use of the Services and the Internet including, without limitation, network outages, lost data, lost profits, networking inaccessibility, incorrect instructions, viruses, and any content available on the Internet, which may include false, misleading, indecent or objectionable language, graphics or images.

13. **Indemnification.** Both parties agree to and shall defend, indemnify, and hold harmless the Company and onShore and all of their respective directors, officers, employees, servants, agents,

successors, and assigns from and against any claim, suit, demand, action, loss, cause of action, damages, cost, judgment, penalty, fine, liability and expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or resulting from: (i) the breach of duties under this Agreement; (ii) any of the representations or warranties in this Agreement proving to be untrue or incorrect in any material respect; (iii) the violation of any law, statute, ordinance, order, rule or regulation; or (iv) any negligent actions or omissions solely attributable to either party or its employees, agents, or contractors which results in any injury to property or personal injury.

14. **Assignment; Third Party Beneficiaries.** Either party may assign this Agreement without the express written consent of the other party. This Agreement is not intended to confer any benefits on any person not a party hereto. The rights and obligations of each party hereto shall inure to the benefit of and be binding upon the successors and assigns of either party.

15. **Governing Law.** This agreement shall be construed in accordance with and governed by the laws of the State of Illinois. All parties further agree that any action to enforce the terms of this Agreement or arising from the performance of this agreement shall be brought only in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois and in no other forum. All parties hereby consent to the jurisdiction of such courts in any action regardless of the residence of such party.

16. **Authority to Execute This Agreement; Counter-Parts; Electronic Signature.** Each party represents and warrants that the person signing this agreement on behalf of such party is fully authorized to execute this agreement for and on behalf of such party and has obtained all necessary authorizations. The parties understand and agree that no amendment or alterations to this agreement shall be effective unless in writing, signed by the parties. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally, or by certified or registered mail, return receipt requested, addressed to the party's last known address. A facsimile copy of this executed agreement shall be accepted and is a legal and binding contract equal to an originally signed contract.

It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

17. Both parties understand that there are sixteen (16) sections in this Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date indicated below.

By: _____
Print Name: _____
Title: _____

onShore Networks, L.L.C.
By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

PLEASE FIX PAGE numbering when completing

Addendum for Recurring Services

The following is/are Recurring Services for <Include full client name here, (hereinafter referred to as "Company") with offices located at _____. Services to be delivered by onShore Networks (hereinafter referred to as "onShore") with offices located at 1407 W Chicago Ave., Chicago, IL 60642 >

<Sales is required to define, in detail, the service(s) being provided. The work that onShore is going to be providing with this service. Include a Quote number for reference and attach Quote to this Addendum.>

onShore's fee for service is (monthly x term). onShore agrees to divide this cost into monthly payments for over a period of XXXXXX months. Client is expected to pay for the service and will be invoiced, one month in advance, (insert monthly price) on a monthly basis until the service is paid in full. This amount does not include variable monthly costs. Those products with a variable monthly fee will be invoiced on a monthly basis in addition to the fee mentioned above. The Company is responsible to pay all fees throughout the term of the contract. The initial term of this agreement is XXX (X) year(s) from the date of beginning of service. This agreement renews indefinitely under the same term and obligations. Termination of this agreement can be initiated by either party with a minimum of sixty (60) days written notice prior to the end of the then current term. Requests for termination of services by Company, if by electronic mail, are required to be sent to billing@onShore.com. Services to be terminated must be provided along with a specific date for termination.

Upon a termination request from Company, Company is required to fulfill, to completion, the financial obligations of the then current term which includes full payment of the remaining term of the then current term. Each service carries its own unique term. It is understood that the date associated with the execution of this contract is not the date of beginning of service. In the case of services which involve other vendors, billing begins when vendors deliver circuit(s) in the demarcation point-of-presence (POP). Other than service from other vendors, billing begins when onShore declares service is activated and begins billing for service. All terms and conditions are included in the current executed Master Services Agreement between Company and onShore and can be referenced there.

onShore telecommunication services, when quoted, may exclude applicable federal, state, local taxes, surcharges and any other fees onShore is required to pay. onShore will invoice, and Company is responsible for payment of, all such items.

 By: _____
 Print Name: _____
 Title: _____
 Date: _____

onShore Networks, L.L.C.

By: _____
 Print Name: _____
 Title: _____
 Date: _____

PLEASE FIX PAGE numbering when completing

Addendum XX (for use when upgrading service without the need for a new contract with Vendor. An example would be upgrading CIR for Opteman or ASE service)

This addendum applies specifically to services to be delivered to (full company name and address) onShore will upgrade existing service to a XXXMb ethernet circuit. The service proposal can be referred to on Quote QXXXXXXX. All terms and conditions are included in the current executed Master Services Agreement between Company and onShore and can be referenced there.

<Company>

onShore Networks, LLC

By: _____
 Print Name: _____
 Title: _____
 Date: _____

By: _____
 Print Name: _____
 Title: _____
 Date: _____

PLEASE FIX PAGE numbering when completing

Addendum for Projects

The following is/are Projects for <Include full client name here, (hereinafter referred to as "Company") with offices located at _____. Services to be delivered by onShore Networks (hereinafter referred to as "onShore") with offices located at 1407 W Chicago Ave., Chicago, IL 60642 >

Sales is required to define, in detail, the service(s) being provided. Describe the work that onShore is going to be providing with this service. Include a Quote number for reference and attach Quote to this Addendum. Payment terms must also be defined. These are the general terms:

Existing clients

For projects over \$3000 I want to bill 50/40/10

50 upfront - 40 (either set up deliverable or 90% done) 10 due upon receipt of the closing documents

Under 3 k - due upon receipt of closing project and closing documents

New Clients

For projects over \$3000 I want to bill 50/40/10

50 upfront - 40 (either set up deliverable or 90% done) 10 due upon receipt of the closing documents

Under 3k - due at start of project

All terms and conditions are included in the current executed Master Services Agreement between Company and onShore and can be referenced there.

>



Always on.

Your Network.

We manage IT all.

There are many network consultants in town. There are also many remote management companies. We are the rare hybrid. We know your network. We may have even built it. And we run it like clockwork.

From designing your network to complete IT management, onShore is your technology partner every step of the way. We supply all IT services for you, integrate with your existing IT department, or enhance your network security. onShore's experts in networking and telecommunications maintain a strong, flexible, and cost-effective system you can trust.

Networks

Your network is monitored and managed comprehensively so that all components are fully incorporated. From remote office LAN-LAN VPN tunnels and remote users to guest-access WiFi, all network components are integrated into centralized authentication, inventoried, and logged off site along with configuration file management.

Security

Comprehensive network security relies on good policies and a watchful eye. With 24/7 alert handling, off-site logging, and thorough reporting for regulatory bodies, onShore fully covers network security needs, including: firewall management, intrusion detection, intrusion prevention, anti-malware, anti-virus, log analysis, penetration testing, policy management, and content filtering.

onShore's Industry Scope

Clients include:

- Banks
- K-12 Schools
- Community Healthcare Agencies
- Nonprofit Organizations
- Regional Foundations
- Communications Firms
- Law Firms
- Logistics Firms
- Universities
- Advocacy Groups
- Financial Service Firms

Connectivity

We offer a full suite of connectivity options with point-to-point and Internet links from T1 to 10Gbps fiber, including fully managed private wireless links. We dovetail these services with monitoring and dispatch via our data center, making complex network clouds easy for you.

Cloud

Our data center is open to you through our hosting services. Full racks and partial racks with redundant cross-connects and load-balancing give your company room for growth. Dedicated and virtual servers with SAN storage and backup services allow you to move in with no hassle. We offer full builds, management, and network engineering to handle the most complex connectivity needs.

Voice

We offer a unique model for managed voice services. You get the best of both worlds: the flexibility of an onsite phone system at a lower cost with 24/7 moves/adds/changes, support, and low usage rates of a hosted system.

Servers and Workstations

Whether they're on your site or in our data center, we monitor and manage your servers, workstations, printers, storage, and backups for a fixed monthly price. This includes smartphone integration, application installation, server restoration, and disaster recovery. We also support third-party applications and vendors, such as cloud applications. We keep inventory, perform audits, and review patch management, capacity, and service ticket reports with you at regular meetings.

onShore is staffed 24/7. All services offer monitoring and dispatch, a fully visible web-based ticket system, and comprehensive reporting.

By the numbers.

100% onShore's Service Level Agreement

17000+ people connected to the Internet by onShore

4700+ performance graphs continuously updated

4000 square feet of the onShore data center

2001 the year onShore became an E-Rate approved vendor

1991 the year onShore was founded

1200+ servers deployed

900+ voice users connected

695 servers and workstations monitored and managed

460+ network devices monitored and managed

300 clients

55 staff members (and growing)

23 years onShore has spent developing its own software

17 vendor programs accepting onShore

12 successful audits and certifications, including current SOC-2

4 modes of Internet transport offered: fiber, copper, wireless, and coax

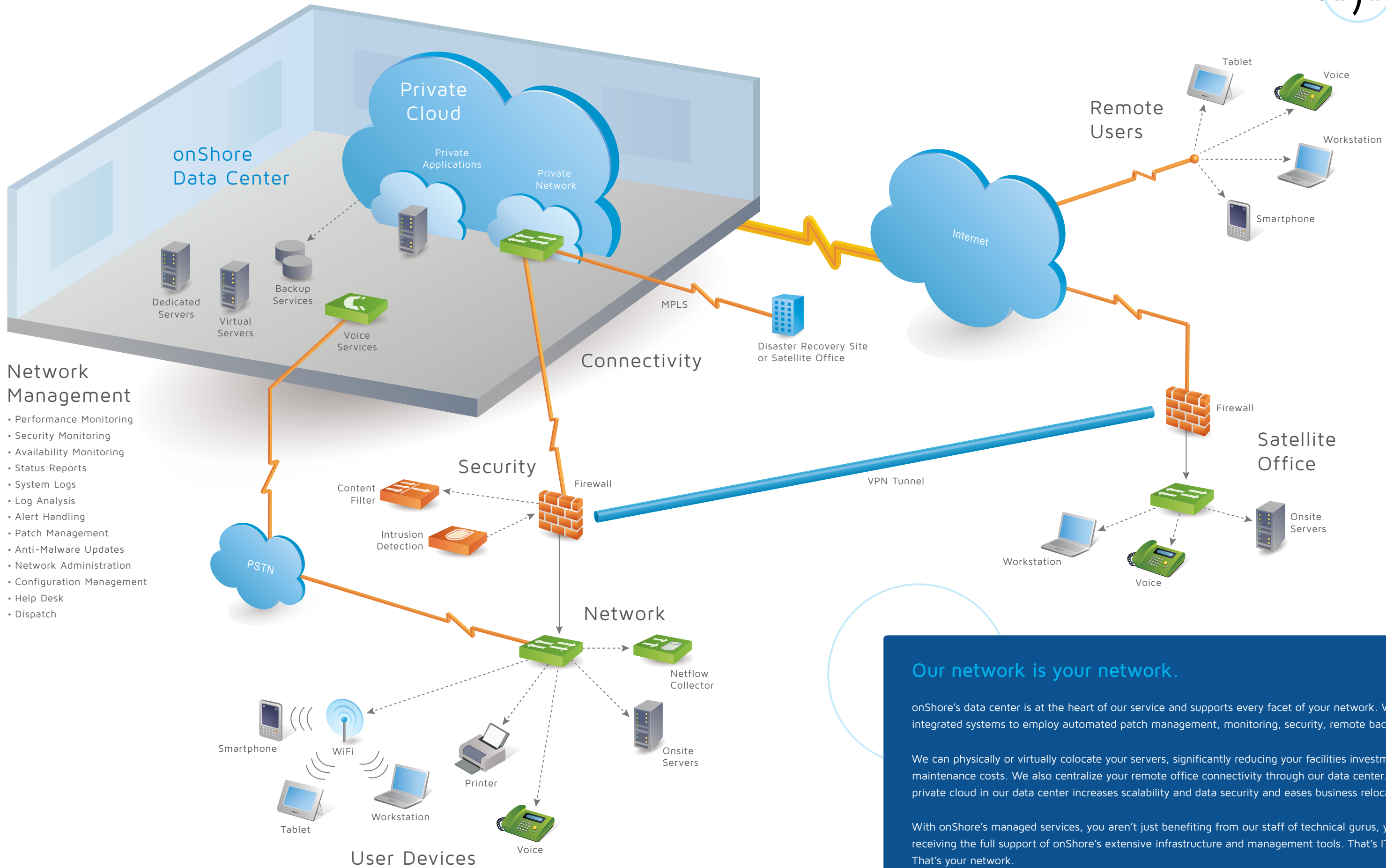
3 server operating systems supported: Windows, Mac, Linux

2 locations: West Town Chicago office and Loop data center

0.25 hours typical response time

0 minutes without staff at onShore's office responding to alerts and calls

Networks that work. Businesses that thrive.



Our network is your network.

onShore's data center is at the heart of our service and supports every facet of your network. We use integrated systems to employ automated patch management, monitoring, security, remote backup, and more.

We can physically or virtually colocate your servers, significantly reducing your facilities investment and maintenance costs. We also centralize your remote office connectivity through our data center. Having this private cloud in our data center increases scalability and data security and eases business relocation.

With onShore's managed services, you aren't just benefiting from our staff of technical gurus, you are receiving the full support of onShore's extensive infrastructure and management tools. That's IT done right. That's your network.

We're more than a service.
We're your reliable partner.

"Over the past ten months, I asked a great deal from onShore and its hard-working staff. Moving at breakneck speed with expectations for flawless performance is a test of will and commitment that most fail. onShore instead used this as an opportunity to solidify its relationship with Noble and has become the premier business partner for Noble's IT department."

—NOBLE NETWORK OF CHARTER SCHOOLS

"We have received proactive, speedy, and thorough support with next to zero downtime. Their technicians have been very helpful in setting up a variety of services for our specialized business needs. I no longer worry about sending a trouble ticket into a black hole and not-so-patiently waiting for a response from someone. I highly recommend onShore's hosting and managed servers for your business."

—INTELLIGENTSIA COFFEE & TEA

"Without any doubt or reservation, we would highly recommend onShore Networks as a managed service provider. We truly value the relationship onShore has had with Alivio Medical Center since 2008. The amount of knowledge that onShore has in the Federally Qualified Health Center (FQHC) arena is unmatched, and we appreciate onShore's dedication to our account. . . . We view onShore as not only a vendor, but a true business partner."

—ALIVIO MEDICAL CENTER

"I just wanted to mention how grateful I am to [the staff of] onShore for [their] time and proactive efforts during the weeks prior to our Annual Fail-over Disaster Recovery Exercise, which took place on Sunday. . . . Post-exercise, [your staff] has worked with [our team] . . . to incorporate the findings from our DR Exercise, . . . which will improve both our connectivity . . . and also our internal security in production."

—THE PRIVATE BANK

"We highly recommend onShore Networks. onShore has been a valuable member of our team at Chicagoland Chamber of Commerce since 2010. . . . We have gone through many changes in the past year, including moving our office to the historic Wrigley Building. onShore has helped in many ways, being a true partner to us, and we are grateful for the support. . . . We look forward to building on our relationship."

—CHICAGOLAND CHAMBER OF COMMERCE

"I was recently examining my annual workplan for the foundation. I realized how little time I devote to computer issues. This is because, since signing on with onShore, I haven't had any problems to manage. What a relief! I want to thank onShore for helping us achieve our technology goals and save time and money."

—SPEH FAMILY FOUNDATION



onShore
Your Network.

"We change the trajectory of lives for these kids—and we cannot do it without the assistance of great partners like onShore."

—NOBLE NETWORK OF
CHARTER SCHOOLS

We're not just a business.
We're part of your community.

Annual nonprofit giveaway

onShore has an annual giveaway to help nonprofit organizations in the Chicagoland area. At the end of the giveaway, the three nonprofits with the most online votes win free tech services from among onShore's offerings. Winners have included i.c.stars, Spark Chicago, and the Chicago Children's Clinic.

Co-sponsoring fundraisers

onShore's partnerships with clients go deeper than just doing business. onShore has a history of co-sponsoring fundraisers with commercial clients. For example, onShore partnered with the David Weinberg Photography Studio to co-sponsor an event for Literature for All of Us, a local nonprofit dedicated to promoting the reading, writing, and discussion of literature among youth.

Special services and donations

Beyond sponsorships and giveaways, onShore also offers discounted rates to nonprofits. In lieu of giving typical holiday gifts to clients, onShore donates to a local charity on behalf of onShore clients.

Culture of contribution

Above all, onShore's philanthropic practices come from the people within the organization. Staff members are active in their neighborhood by participating in local speaking engagements. They are advocates and contributors to the open source community. They volunteer for local nonprofit organizations. The company's culture is built upon its staff members, who strive to exceed expectations as employees dedicated to their clients and citizens committed to their community.

Want to learn more?

www.onShore.com
312.850.5200

Main Office

1407 West Chicago Ave.
Chicago, IL 60642

Data Center

216 West Jackson Blvd.
Chicago, IL 60606



We're on IT.



Always on.

Network Management

onsite



offsite



There are many network consultants in town.

There are also many remote management companies. onShore is the rare hybrid. We provide comprehensive monitoring and management

for **your network** so you can focus on the demands of **your growing business.**

onShore

onShore Beyond IT.

Staffed
24/7

onShore Network Management is an **all-inclusive service**. When you partner with us to manage any portion of your network, you upgrade to an **enterprise level**.

Standard management features like 24/7 network operations and dispatch, remote automation tools, group policy management, system maintenance, and issue tracking are just the start.

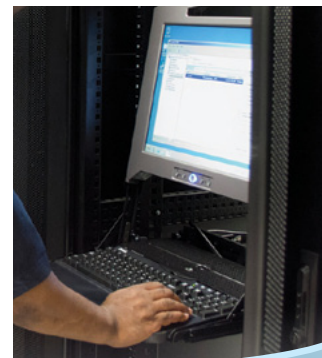
Alert &
Action

We go beyond the regular maintenance and alert response you would expect from any network management service to provide **comprehensive service** for **heightened network performance**.

We check backups daily, run periodic test restores, and handle full restores. We fully manage security and network routers and switches. We support smart phones and tablets, internal WiFi, WAN connections, and third party vendors including applications and licensing. We also provide comprehensive reporting for inventory, configurations, capacity, backup, security, and more.

Monitoring,
Maintenance,
& Reporting

What you get with onShore Network Management is a **24/7 enhancement** of your IT services that provides the **greater strategic vision, higher reliability, and cost predictability** that management craves. Let us manage your network so you are free to think beyond it.



Customized for Your Industry

onShore has clients across many different industries. We work closely with each of our clients to customize monitoring and reporting to satisfy their business needs and industry requirements.

Banking onShore recognizes that banking is one of the most highly regulated industries. With that in mind, we deliver customized security reports with detailed electronic snapshots for easy submission to regulators.

Academic onShore is the leading provider of IT services for Chicagoland K-12 schools. Our customized activity logging and reporting ease submittals and reviews for E-Rate fund recipients.



We're on IT.

312.850.5200

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www.onshore.com

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